

**KDHE AID TO LOCAL PROGRAM
UNIVERSAL CONTRACT**
Effective Date July 1, 2017

1. Parties to Contract
 - 1.1. Kansas Department of Health and Environment [KDHE]
 - 1.2. «**AgencyName**» [LOCAL AGENCY]

IN CONSIDERATION OF THE PROMISES CONTAINED IN THIS CONTRACT THE PARTIES AGREE AS FOLLOWS:

2. Term of the Contract
 - 2.1. The initial term of this Contract shall be from July 1, 2017, until June 30, 2018.
 - 2.2. The Contract will renew each July 1st for an additional one (1) year period under the terms and conditions in effect at the end of the prior period. Each Party shall notify the other Party in writing no later than July 1st of each year of its desire to renew the contract.
 - 2.3. There may be one (1) annual automatic renewals until June 30, 2019, unless sooner terminated.
 - 2.4. The Contract Attachments shall renew in the same manner except that the amount of money available in each Contract Attachment may vary from year to year. Therefore, the Parties agree that the amount of each grant for each fiscal year shall be determined by the KDHE. The KDHE shall, on or before July 1 of each year, notify the Local Agency of the amount of the grant for each Contract Attachment. The Local Agency may agree to renewal of the Contract Attachment at the funding level proposed by the KDHE by cashing the first warrant of the new grant year.
 - 2.5. The Contract may be sooner terminated by either Party upon providing the other Party with thirty (30) days written notice of termination. KDHE may suspend or terminate the Contract upon immediate notification upon a breach or suspected breach of any provision of the Contract or any attachments thereof.
3. KDHE shall make payments to the Local Agency as specified in the attachment(s), which are made a part of this Contract.
4. Local Agency shall:
 - 4.1. Establish and maintain accounting records that meet the requirements of generally accepted accounting principles.
 - 4.2. Submit to the KDHE the Certified Expenditure Affidavits or Financial Status Reports and Program Progress Reports as outlined in the respective Contract Attachment, and to return to the KDHE within sixty (60) days of the end of the grant period all grant funds remaining unexpended at the end of the grant period. The final expense reports and revisions to the expense reports must be submitted within sixty (60) days of the end of the grant period if any remaining grant funds are to be received. The Local Agency shall keep copies of invoices to support their expenses.
 - 4.3. Maintain time and attendance records that are sufficient to support salary expenditures for individual employees charged to each program. Such records must support salary distributions of employees chargeable to more than one program or cost objective to ensure that no more than 100% of an employee's time is charged to all programs combined.

- 4.4. Obtain an audit in accordance with the Federal Single Audit Act of 1984, as amended, and OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards [2 C.F.R. Part 200], and to submit one complete copy of the single agency audit report to the KDHE within twelve (12) months after the end of the Local Agency's fiscal year.
- 4.5. Afford access, upon written request, to the Secretary of KDHE or Kansas Legislative Post Audit, to any Local Agency documents and other records necessary to certify compliance with KDHE Grant Awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal Grant Acts and Regulations.
- 4.6. Hold as confidential all personal client information obtained or received from recipients of services under this Contract and not to disclose client information except in statistical, summary or other forms that do not identify individual clients, except upon request of the Secretary of KDHE, Kansas Legislative Division of Post Audit, U.S. Secretary of Health and Human Services, Comptroller General or any of their duly authorized representatives, or as otherwise provided by law.
- 4.7. Disclose personal health information (PHI) to the KDHE as requested pursuant to the Health Insurance Portability and Accountability Act (HIPAA) [*See* 45 C.F.R §165.512(b)], or as required by law.
- 4.8. Comply with all relevant federal requirements, including, but not limited to: the Age Discrimination Act of 1975 [42 U.S.C. §6101 *et seq.*], Section 504 of the Rehabilitation Act of 1973 [29 U.S.C. §791 *et seq.*], Title IX of the Education Amendments of 1972 [20 U.S.C. § 1681 *et seq.*], Title VI of the Civil Rights Act of 1964 [42 U.S.C. § 2000d *et seq.*], The Drug Free Workplace Act of 1988 [41 U.S.C. §701 *et seq.*], The Federal Anti-Lobbying Act of 1990 [31 U.S.C. §1352 *et seq.*], and The Federal Pro-Children Act of 1994 [20 U.S.C. §6081 *et seq.*], which are incorporated by reference into this Contract.
- 4.9. Comply with statutes, rules and regulations pertaining to public health, including, but not exclusively K.S.A. 65-101 *et seq.*
- 4.10. Ensure that grant funds will not be used to supplant other Local Agency funds.
- 4.11. Ensure that any print or on-line publication produced in full or in part by a grant/contract with KDHE shall include an acknowledgement as follows: “Produced through the full or partial support of the Kansas Department of Health and Environment (KDHE). The content of this publication may not necessarily reflect the views of KDHE.” Any conference supported by KDHE in full or in part shall include an acknowledgement: “Support for this conference is provided in full or in part by the Kansas Department of Health and Environment.”
- 4.12. Obtain prior written approval from the KDHE before purchasing any item of equipment from grant funds that costs in excess of \$500.
- 4.13. Participate fully in any required evaluation study and/or on site inspection arranged within normal working hours.
- 4.14. Develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of K.S.A. 65-220 to 65-225.

- 4.15. Obtain the written approval of the KDHE before entering into any subcontract related to this Contract and/or any of the Contract Attachment(s).
- 4.16. Provide services which have meaningful access to persons with Limited English Proficiency (LEP) pursuant to Title VI of the Civil Rights Act [(42 U.S.C. §2000d *et seq.*) and 45 C.F.R. §80.3(b)]. Meaningful access is to ensure that the Provider, its agents or subcontractors, and LEP person(s) can communicate effectively when services are being provided to LEP persons.

5. The Parties acknowledge and agree that:

- 5.1. The Provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.
- 5.2. Payment(s) may be withheld by the KDHE if any required Program/Fiscal Reports and/or refunds for any previous period have not been received, or if program requirements/objectives are not met as specified in the Contract Attachment(s).
- 5.3. All revenues received from the delivery of services related to KDHE grant awards shall be identified and reported. Such program income shall be retained by the Local Agency to further the objectives of the grant awards.
- 5.4. KDHE may cancel this Contract upon thirty (30) days written notice if the Local Agency fails to submit reports as required in this Contract or in the Contract Attachment(s).
- 5.5. Indirect costs and contributions will be accepted as part of the matching funds after the Local Agency has submitted an annual indirect cost proposal which meets the KDHE requirements.
- 5.6. This Contract is contingent upon the availability of State or Federal funds. In the event that such funds are exhausted or no longer available, this Contract may be unilaterally terminated without penalty by the KDHE upon thirty (30) days written notice.
- 5.7. Adjustments in the Contract amount may occur within a grant year as additional funds become available, as funding levels are reduced or in the event that the Local Agency is unable to spend the funds allocated. In such cases the amount of any grant award attachment may be amended as follows:
 - 5.7.1. In the event that additional funds become available, the KDHE shall notify the Local Agency of the availability of additional funds. Acceptance of those funds by the Local Agency shall constitute an agreement to amend the Contract amount, and to expend the funds as specified in the Contract; or
 - 5.7.2. In the event that the Local Agency is unable to expend all of the funds allocated, the Local Agency shall notify the KDHE in writing of the amount of funds to be returned. KDHE may accept this as an amendment of the Contract by returning to the Local Agency a revised List of Grant Awards (LGA). The Local Agency's written notification, together with an amended LGA, shall constitute amendment of the identified Contract Attachment.
- 5.8. This Contract may be otherwise amended as necessary by a formally executed written amendment agreed to by the Parties.

6. The Local Agency acknowledges and warrants that it is independently familiar with the conditions of participation required of it by the funding source to receive moneys hereunder, and further agrees to be bound by those conditions, and that it is not relying on any representations made about the conditions of participation by KDHE or its employees.
7. Compliance with the PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS.
 - 7.1. Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to **all** employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, “Recipient of Funds”]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", which requires all grantees, their subgrantees and subcontractors to:
 - 7.1.1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
 - 7.1.2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
 - 7.1.3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.
 - 7.2. Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.
 - 7.3. Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:
 - 7.3.1. Gross mismanagement of a federal contract or grant;
 - 7.3.2. A gross waste of federal funds;
 - 7.3.3. An abuse of authority relating to a federal contract or grant;
 - 7.3.4. A substantial and specific danger to public health or safety; or,
 - 7.3.5. A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
 - 7.4. To qualify under the statute, the employee's disclosure must be made to:
 - 7.4.1. A Member of Congress or a representative of a Congressional committee;
 - 7.4.2. An Inspector General;
 - 7.4.3. The Government Accountability Office;
 - 7.4.4. A federal employee responsible for contract or grant oversight or management at the relevant agency;
 - 7.4.5. An official from the Department of Justice, or other law enforcement agency;

- 7.4.6. A court or grand jury; or,
- 7.4.7. A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.
- 7.5. The Local Agency acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.
8. Non-Debarment Certification and Warranty.
- 8.1. The Local Agency acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.
- 8.2. The Local Agency, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.
9. This Contract supersedes the prior Universal Contract. The prior Universal Contract is hereby rescinded.

The Parties, through duly authorized representatives, agree to the terms and conditions of this Contract and have executed it as of the date shown below.

Susan Mosier, MD, MBA, FACS
Secretary and State Health Officer
Kansas Department of Health and Environment

Date

Authorized Signature
«AgencyName»

Printed Name

Title

Date